

**MEMORANDUM OF UNDERSTANDING
BETWEEN
EMPRESS AMBULANCE SERVICE
AND
INTERNATIONAL ASSOCIATION OF EMT'S AND PARAMEDICS
IAEP LOCAL R2-20**

This Memorandum of Understanding (MOU) is entered into by Empress Ambulance Service ("Employer") and International Association of EMT's and Paramedics/IAEP Local R2-20 ("Union") (collectively, the "Parties").

WHEREAS the Parties are subject to a Collective Bargaining Agreement with effective dates of January 1, 2023 through and including December 31, 2026.

WHEREAS the Employer has notified the Union of the acquisition of the assets of Rockland Mobile Care, and intention to offer employment to laid off employees, located in Rockland County, New York effective the 1st day of May, 2023.

COME NOW the Parties hereto mutually agree to the following:

1. Effective immediately, the current employees of Rockland Mobile Care (RMC) will be offered positions of employment at their current certification level with Empress Ambulance Service, Inc, within the South Division, and the EMT's and Paramedics will be recognized under Article 1 of the current Collective Bargaining Agreement.
 - a. Employees will have until close of business on 6/1/23 to accept the offer for the remainder of this MOU to apply to their employment. Employees who accept this offer will be referred to as "acquired employees" herein.
 - b. Any applications received from former RMC employees after 6/1/23 will be considered within the regular "new hire" pool, and will not qualify for the additional benefits outlined below.
2. The Employer shall provide opportunities for the IAEP Local 20 Executive Board to travel to the Rockland County outpost during working hours to speak with the membership.
3. All terms and conditions of the Collective Bargaining Agreement shall become effective for the employees recognized unless specifically referenced herein.
4. Acquired employees will maintain their current level of seniority from their most recent date of hire with Rockland Mobile Care, and be entered into the current Empress seniority list based on those dates of hire, or dates of upgrade for paramedics. This seniority date will apply to all relevant sections of the CBA which reference seniority or annual allowances (i.e. raises and uniform stipends).
 - a. In the case of employees who worked for both Empress and Rockland Mobile Care, they will maintain their highest level of seniority between the two entities

- b. Employees of Rockland Mobile Care who previously voluntarily or involuntarily separated from employment with Empress will be offered positions, and no prior disciplinary records or actions shall be utilized during this transition except in cases of moral turpitude, as mutually agreed upon by the union and management.
5. Article 4 of the CBA shall be waived for all acquired employees with more than six (6) months of service with Rockland Mobile Care.
6. Acquired employees shall be eligible for all benefits as outlined in Article 11 of the CBA. Empress shall conduct an open enrollment for all available healthcare benefits and 401k for all eligible acquired employees within the first thirty (30) days after acquisition.
7. All acquired shifts and work stations in the Rockland County region will be added to the Permanent and electronic schedules. All units in this region will be considered entry-level (equivalent to Yonkers SSM Minimum in Section 7.14 of the CBA), as all units are presently transport-based.
 - a. Designated Rockland shifts will turn out of the Rockland County Outpost, and members will be expected to perform shift change at this location for designated Rockland County shifts
 - b. The employer will continue to provide 911 services in the municipality of Tuxedo, NY and this shall be considered an "outside system" within the Rockland region, and is regulated by all stipulations regarding OSS outlined within the current CBA.
8. All employees will be notified of the Empress permanent bidding system, as well as the requirements and benefits for each employment status (Full time, part time, per diem). All employees will be given four (4) weeks from initial job offer to change their status if desired. After this time, the empty permanent schedule for all shifts within the Rockland County outpost will be posted, and members will participate in a permanent shift bid, to be submitted by May 29, 2023 at 8 am, and to take effect June 4, 2023 at 0000 hrs. Thereafter, permanent shift bids will follow the monthly schedule outlined in Section 7.02 of the current CBA.
 - a. Rockland employees will be exempt from the 3 months of employment requirement for holding a permanent schedule, outlined in Section 7.02 of the CBA.
9. Acquired employees wishing to work in the other Empress regions shall complete a short orientation and fulfill all requirements set forth by the QA department to be cleared for that region, and any individual outside systems within it. Likewise, employees from the Bronx, Westchester, Sullivan or Hudson Valley regions wishing to work from the Rockland County Outpost, shall complete a short orientation and fulfill all requirements set forth by the QA department to be cleared for that region, and any individual outside systems within it.

- a. Any system-wide restrictions on individuals in effect at the time of acquisition will remain in effect after acquisition
10. For the first six (6) months after acquisition, members shall have the right of first refusal of all permanent shifts for the region they are originally from.
 - a. Right of first refusal is defined as an employee originally from a region, having first choice for permanent shifts in that region, regardless of overall seniority of bidding members.
 - b. Example: Westchester-hired EMT (Seniority date 1/1/17) and RMC-hired EMT (seniority date 1/1/18) bid on a permanent shift in Rockland. In this case, the RMC-hired EMT would get the shift despite having less overall seniority.
 - c. Note: This does not prevent members from bidding on or obtaining shifts within new regions, just protects members from being outbid on the shifts they are most familiar with during this initial time frame
11. Employees in the Rockland County region will have first choice for overtime in that Region based on DOH or DOU and vice versa for the first six (6) months.
12. Employees shall not be moved by the scheduler from a shift in one region to a shift in another region, without at least twenty-four (24) hours of notice and as long as it does not cause undue hardship to the employee. This includes moving an employee from Yonkers to Rockland, or vice versa, even though both are considered to be the "South Division."
13. Acquired employees will be paid wages in accordance with the Collective Bargaining Agreement and any Memoranda of Understanding in place at the time of the transition.
 - a. A compression will be applied to ensure that rates of pay are commensurate with seniority outlined in item #4 of this MOU, and shall be mutually agreed upon by the union and management.
 - b. Major discrepancies in rates of pay will be addressed on a case-by-case basis
 - c. The Years of Service stipend outlined in Section 10.04F shall apply only to experience obtained prior to the date of hire with Rockland Mobile Care (i.e. prior to the seniority date). The employer will obtain information from RMC regarding prior experience claimed on the original job application, and apply the experience credit as appropriate.
14. Acquired employees will begin accruing PTO and Sick time into their banks at the time of their acquisition at the rates agreed upon in the CBA Section 11.07, based on their overall seniority and status. No sick time or PTO will carry over to Empress from Rockland Mobile Care.
15. The employer will work with the operations team from Rockland Mobile Care to determine any pre-scheduled vacations of acquired members. Vacations previously

approved by RMC for 2023 shall be honored. Any additional vacation requests shall be considered in accordance with Section 7.10 of the CBA

16. The PTO pool outlined in Section 11.07 of the CBA shall be adjusted to reflect the addition of the new work location in Rockland county, based on the agreed upon formula within that Section.
17. The employer agrees to utilize the Rockland County outpost or a virtual format (such as Microsoft Teams) for the purposes of training, remediation, QA/QI review, supply replenishment, and/or management meetings. Acquired employees shall not be expected to travel to Yonkers for administrative tasks in their personal vehicles, except on rare occasions mutually agreed upon by the member, the union and management.
18. EMT's working the Rockland region must meet the following qualifications to work in the Division:
 - a. Valid NY State issued EMT license
 - b. Valid issued driver's license
 - c. Valid CPR card.
19. Paramedics working the Rockland region must meet the following qualifications to work in the Division:
 - a. Valid NY State issued Paramedic License
 - b. Valid issued driver's license
 - c. Valid CPR Card
 - d. ACLS certification
 - e. PALS certification
 - f. Hudson Valley MAC
 - g. Westchester MAC
20. Acquired employees will be sized for and provided with Empress uniforms, in accordance with Section 8.04 of the Collective Bargaining Agreement. These uniforms shall be provided within the first thirty (30) days of acquisition, unless prevented by an external force (such as delays caused by the uniform supplier).
21. Existing drive cams from RMC will be removed from all vehicles prior to the transition. The employer will place acquired vehicles into compliance with Section 12.08 of the CBA (Vehicle Safety Cameras) as soon as they are capable of doing so, based on the supply from the manufacturer and availability of the installation technicians.
22. This Memorandum of Understanding shall be construed in accordance with all federal, state, and local laws and statutes. Should any court of law or governing agency find any term or clause of this Memorandum invalid under the prevailing law, then only that term or clause shall be omitted from enforcement and all other terms and conditions shall

remain enforceable. The parties agree to meet and bargain successor language for any term or clause deemed invalid within thirty (30) days.


23. This Memorandum of Understanding constitutes the entire agreement between the parties concerning the matters contained herein. No modifications, amendments or waiver of any of the provisions of this Memorandum of Understanding shall be effective unless approved in writing by both parties.

24. This memorandum of Understanding shall become effective upon written execution of the Agreement and signed by both parties.



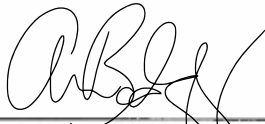
For Empress Ambulance Service, **Michael Minerva, Sr.**

7/10/23
Date



For Empress Ambulance Service, **Scott Holland**

7/10/23
Date



For IAEP Local R2-20, **Alanna Badgley**

7/10/23
Date



For IAEP Local R2-20, **Robert Lunde**

7/10/23
Date